

Activity Assumption of Risk and Waiver Agreement

Participant Name: _____

Telephone Number Email Address: _____

1. Acknowledgement and Assumption of Risk. I acknowledge that Barrel racing, skijoring and rodeo is an activity being held at Canterbury Park Holding Corporation ("CPHC"). I understand and agree that there are risks of significant injury, whether caused by me or someone else, some of which may be inherent, by participating in the barrel racing, rodeo hereinafter referred to as the "Activity". I understand and agree that participating in the Activity involves many risks and hazards, some of which are inherent to the very nature of the Activity itself, others of which may result from ordinary negligence including but not limited to falling for any reason, including uneven terrain, being airborne, jumping or collisions with other riders, horses, fixed or moving objects, as well as dangers arising from excessive speed, ordinary negligence or inexperience of other riders, from equipment failure or inadequate safety equipment, from uneven trails or changing trail/course conditions, and weather conditions. I agree that if I believe conditions are unsafe, I will immediately discontinue participating in such Activity. I understand and agree that these risks may result in injury, harm or damage, including but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death or other forms of pain or suffering. I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury.

2. Waiver of Liability and Indemnification. I agree to release and discharge from all liability, and waive all claims, demands and actions against CPHC and Extreme Events MN for any and all injuries, harms, or damages sustained in connection with my participation in the Activity, described above, resulting from the ordinary negligent acts or omissions of me, CPHC, Extreme Events MN, other participants or any persons encountered while participating in the Activity. I agree to defend, indemnify and hold CPHC and Extreme Events MN harmless against any and all claims brought by anyone against CPHC and Extreme Events MN related to such injuries, harms or limited to payment of CPHC or Extreme Events MN reasonable attorney's fees and costs incurred in defending a claim demand or action waived herein.

3. Release of Image and/or likeness. I understand that CPHC and Extreme Events MN will be taking photographs and making audio and video recordings of the Indian Relay and its related events. I hereby irrevocably consent to and grant CPHC, Extreme Events MN, and/or anyone authorized by CPHC or Extreme Events MN, the exclusive right to the ownership and use of (i) any and all photographs taken by CPHC, Extreme Events MN, and/or anyone authorized by CPHC or Extreme Events MN that contain my person, image and/or likeness; (ii) any and all audio recordings made by CPHC, Extreme Events MN, and/or anyone authorized by CPHC, that may contain my person, name or voice; and/or (iii) any and all video recording made by CPHC, Extreme Events MN and/or anyone authorized by CPHC or Extreme Events MN, that contain my person, image, likeness, name or voice; for any lawful purpose whatsoever in connection to CPHC, Extreme Events MN and its related events.

Signature: _____ Date: _____

Parent or Guardian Agreement

If participant is under the age of 18, Participant's parent or guardian does agree and consent as follows:

1. As the legal guardian or parent, I do hereby give my consent and agree that _____ (hereinafter referred to in this Agreement as the Undersigned) may

participate in the Activity described in the Agreement. My signature below is my affirmation that I have read the terms of this Agreement, that I understand those terms and conditions, including my duty to provide adequate medical coverage; to explain to the Undersigned the dangers and risks inherent in the Activity; and to explain and direct him/her to obey all of the rules of CPHC, and to comply with the directions from CPHC, Extreme Events MN staff and volunteers.

2. I understand that CPHC and its staff are not physicians or medical practitioners. With this knowledge in mind, I expressly consent to allow CPHC to provide, through medical staff of its choice, necessary medical treatment, First Aid and Emergency Medical Assistance and necessary medical transportation, including ambulance services, to a hospital, health care or treatment facility as deemed necessary with respect to any injury, or medical condition that may be observed during the course of the Undersigned's participation in the activity.

3. I, on my own behalf, and to the extent permitted by applicable law, on behalf of the undersigned, hereby RELEASE CPHC and Extreme Events MN , their respective staff, employees, officers, agents and volunteers from any liability arising out of any negligent act or action that results in any loss, injury or damage that may occur as a result of or relates to participation in the Activity. I, on my own behalf, and to the extent permitted by applicable law, on behalf of the Undersigned, hereby waive all rights and claims for damages that I or the Undersigned may have against officers, and agents and volunteers.

I affirm that I am authorized to sign this Agreement and Parental Acknowledgement and Consent, and that no other person or entity is required to give his or her consent.

Dated: _____ Address _____

Minors Name: _____ Minors date of birth: _____

Parent/Guardian: _____

Parent/Guardian Signature:
